

WNYRIC Advisory Council Agenda
May 29, 2015
11:30 am to 2:30 pm
Erie 1 BOCES 355 Harlem Road, West Seneca Room A2

DL Sites for those that cannot attend face to face:

Erie 1 BOCES – A2 at Education Campus – 355 Harlem Road, West Seneca
Erie 2 BOCES – LoGuidice Room 1 – 9520 Fredonia Stockton Road, Fredonia
CA BOCES - Olean Center DL Room – 1825 Windfall Road ,Olean
ON BOCES - DL Room at Tech Center – 4124 Saunders Settlement Road, Sanborn
GST BOCES - Hornell HS DL Room

Lunch: 11:30 to 12:00 - Lunch will be provided

Administrative Items:

Call to order – Chair
Roll call – Chair & Barb Mocarski
Nominations for Leadership for 2015 – 2016

- Chair
- Vice Chair

Minutes – March 19, 2015 – approval needed – Chair
Today's Agenda approval needed - Chair

Reoccurring Topics: (For more information - Talking points start on page 3)

- 1. Broadband and Effectiveness of Network – Jim Fregelette and Ron Ternowski**
 1. Update – Contract– 5 minutes – Jim Fregelette; Solarwinds reports & training – Ron Ternowski
 2. Presentation: Time Warner Build and Transition – Ron Ternowski
 3. Previous talking points questions for table discussions - Sharing of information or questions from constituency groups
 - a. Have districts evaluated the networking in their buildings recently? Are upgrades necessary?
 - b. Have Districts analyzed their Internet traffic to assist in determining what the normal level of traffic is during the school day?
 - c. If approaching 1GB throughput on a daily basis, has the District begun conversations with their WAN Senior on developing a plan to upgrade their infrastructure to address the growth in usage?
 - d. Have Districts insured that all of their devices are updated and free of viruses/malware, etc. to insure that all network traffic is valid traffic?
 - e. Have Districts made their technical support teams aware of any planned or new instructional goals and methods that may increase bandwidth usage? i.e. streaming more video as a learning tool, using more web based applications for instruction, Minecraft, gaming type classes, etc.
 4. Are there other questions that districts have around Broadband and Effectiveness of Network?
- 2. Smart Schools Bond Act Updates – Michelle Okal-Frink and James Fregelette**
 1. Update – Guidance document available – highlights from the document
 2. Presentation: Using Funding Streams Effectively
 3. New talking points/questions:
 - a. Have districts thought about the infrastructure, professional development and technical support needed for deployment of new devices and sustainability?
 - b. What creative methods are districts using to pay the upfront cost for the SSBA purchases?
 - c. How are districts involving stakeholders?
- 3. Education Law 2D**
 1. Update – Required language is now in all Erie1 1 BOCES/WNYRIC contracts (see pages 5-8 for verbiage)
 2. Previous talking points questions for table discussions - Sharing of information or questions from constituency groups

- a. What contracts do you have other than the ones that the WNYRIC or your local BOCES have on your behalf?
- b. Have you had any concerns, questions or comments from your Parent's Bill of Rights posted on your website?

4. Data Privacy – Rosanne Huffcut

1. Update: Data Privacy and Security Initiative Grant
2. Presentation: Roll out and required/recommended training

5. Technology Survey Tool - Michelle Okal-Frink

Update: Attendance and highlights from Technology Survey Tool planning meetings – Michelle Okal-Frink
Documentation districts will be receiving from WNYRIC – Jan Mathis

The Model Schools Facilitators in your region are as follows:

- Rick Weinberg and Lauren Stuff - CA
- Theresa Gray and Marcy Sweetman - ERIE 2
- Sean Christopher and Rob Miller - ERIE 1 & ON BOCES
- Linda Perry & Matt Middlebrook - GST

6. EES Licensing – Michelle Okal-Frink

1. What benefits does Office 365 offer the district teachers and students?
2. How will the technical support operate with regards to on site as well as home use with the 5 free downloads?
3. What meetings have you had regarding the domain name?

New Business:

2014 – 2015 793 Plan - Highlights – Associate Directors
2014- 2015 Statewide RIC Goals update – Rosanne Huffcut
Standards Minutes and Resolutions – Jan Mathis – action needed

Informational updates:

1. **2015-2018 793 Plan** - approval from SED received
2. **PARCC pilot/Online Testing**
3. **Update on MyBigCampus**
4. **Erate**
 - a. Update – Erate refunds were sent the last week of April
5. **PowerSchool Status** – still owned by Pearson – they are still looking for a buyer
6. **Schoolwires** – purchased by Blackboard
7. **RTTT funds** – all equipment has been ordered and should be delivered in the next two to three weeks.
Superintendents will need to sign off that they received the equipment, will add equipment to their inventory and will dispose of the equipment after 5 years according to their established procedures

Items from the floor:

Round Table– share any needs/concerns

Next Meeting:

Tentative dates for 2015 – 2016
Is the format staying the same (central site at Erie 1 BOCES with DL sites at CA BOCES, Erie 2CC BOCES, GST BOCES, ON BOCES)?
Is the time staying the same? (12:30 PM -1:00 PM – WNYRIC personnel available to answer questions; 1:00 – 3:00 PM – meeting)
September 24, 2015
December 17, 2015
March 17, 2016
May 27, 2016

Talking points for Advisory Members to use to facilitate sharing of information with constituency groups:

Topic 1 Talking points: Smart Schools Bond Act

1. The commission report indicates 7 keys to success.
 1. Embrace and expand online learning
 2. Utilize transformative technologies
 3. Connect every school to high-speed broadband
 4. Extend connectivity beyond the four walls of the classroom
 5. Provide high-quality, continuous professional development
 6. Focus on in-demand STEM skills
 7. Plan, plan and plan again
2. Amounts and information are available at: <https://www.governor.ny.gov/smart-schools-ny>
3. The monies do not expire. The monies cannot be used for PD. You will up front the cost and be reimbursed from the allocation.
4. More info will come out on the listserv when we have more guidance.

Possible Question(s) for constituency groups:

1. What processes are you going to put into place to coordinate the needs assessment, planning and acquisition of things?
2. How are you going to balance BOCES aid, Erate and Smart Schools money?

Topic 2 Talking points: Education Law 2d

1. Education Law 2-d affects data security and privacy for student and educators.
2. Erie 1 Policy Services has sent out updates and samples to policy subscribing districts.
3. Office of Test Security will house Chief Privacy Officer at NYSED when hired. Position is posted for CPO presently. Many decisions and guidance rest on the involvement of this individual.
4. Contracts negotiated by Erie 1 will have privacy language in addendum upon renewal in July 2015. Any new contracts negotiated will include as well so subscribing districts can reference.

Possible Question(s) for constituency groups:

1. What contracts do you have other than the ones that the WNYRIC or your local BOCES have on your behalf?
2. Have you had any concerns, questions or comments from your Parent's Bill of Rights posted on your website?

Topic 3 Talking points: The Modernization of E-rate beginning in FY 2015-16:

1. The goal of the E-rate Modernization program is to improve the speed and capacity of school district's networks to create ubiquitous computing in all classrooms.
2. The annual E-rate cap has been increased by \$1.5 billion, extending the former \$2.4 billion cap to almost \$4 billion.
3. All schools will have a budget for Category 2 services - Internal networking - based on \$150 per student - to be used over the next 5 years. All districts should plan to upgrade their networks, and apply for E-rate discounts each year until their networking funds have been expended.
4. Voice services will be phased out of the E-rate program for all school districts over the next three and four years. All schools districts will have to budget for the loss of these E-rate discounts.
5. Broadband and Internet through the WNYRIC are secure and will not be altered.

Possible Question(s) for constituency groups:

1. Have we completed the Forms 470 and 471 and returned them to Erie 1 BOCES to prepare for the district's E-rate application for Funding Year 2015-16?
2. Are we aware of the new E-rate funding available for networking in Funding Year 2015-16?
3. Have we evaluated the networking in our buildings recently? Are upgrades necessary?
4. Is the WiFi in our school sufficient for streaming video and mobile devices for 20 or more students? Has a Wireless Site Survey been completed to verify? Are upgrades necessary?
5. Have we budgeted for upgrades that will take advantage of the E-rate discounts over the allowable 5 year period beginning in Funding Year 2015-16?

Topic 4 Talking points: Broadband and Network effectiveness

1. Contract is still being negotiated at this time. Details will be shared as soon as negotiations have been finalized.
2. The new Time Warner Service Level Agreement has been distributed to individuals involved in the RFP process for their review and any questions were to be forwarded to the WNYRIC for clarification.
3. Discussions on new equipment and tentative timelines have been discussed and are waiting on final contract negotiations.

Possible Question(s) for constituency groups:

1. Have districts evaluated the networking in their buildings recently? Are upgrades necessary?
2. Have Districts analyzed their Internet traffic to assist in determining what the normal level of traffic is during the school day?
3. If approaching 1GB throughput on a daily basis, has the District begun conversations with their WAN Senior on developing a plan to upgrade their infrastructure to address the growth in usage?
4. Have Districts insured that all of their devices are updated and free of viruses/malware, etc. to insure that all network traffic is valid traffic?
5. Have Districts made their technical support teams aware of any planned or new instructional goals and methods that may increase bandwidth usage? i.e. streaming more video as a learning tool, using more web based applications for instruction, Minecraft, gaming type classes, etc..

Topic 5 Talking Points: PARCC Field Testing, WNY 2014

1. PARCC field tests were administered in 75 NYS school districts to 25,000 students: NYC's sample accounted for 45% of the group, WNY's was by far the next largest sample accounting for 24% of the test pool (in 23 different LEAs).
2. WNYRIC and the local BOCES provided extensive assistance to schools to submit student data uploads to Pearson/PARCC and to prepare infrastructure and personnel to support online testing.
3. Overall, most students (65%) reported that they would prefer to take assessments on computers, but that varied as to their grade levels. Only 41% of high school students preferred computer-based testing and of those who were administered a high school math exam, the number dropped to 31%.
4. Student survey results have been made available to the BOCES showing the students' responses to questions about the testing process.

Possible Questions for constituency groups:

1. How prepared for computer-based testing are the schools that did NOT participate in the PARCC field tests?
2. How can schools prepare students (especially mathematics students) to comfortably use computer-based tools to solve problems and report their responses?
3. What, if any, transformation is taking place in pk-12 school curricula to infuse digital tools for daily **instruction** in addition to standard instructional methods.

1. **USE AND PROTECTION OF APPLICATION**

- 1.1. Product shall be utilized at the sites as shall be designated by BOCES, or a licensed component District, or utilized in a cloud environment and shall be used solely for the benefit of BOCES or such licensed component District. BOCES or a licensed component District shall not permit or provide for transfer or reproduction of Product, or any portion thereof, to be placed on a computer not at the sites, by physical or electronic means, unless specifically authorized. BOCES, or a licensed component District, shall not make or allow others to make copies or reproductions of the Product, or any portion thereof in any form without the prior written consent of Vendor. The unauthorized distribution or disclosure of the Product, is prohibited, and shall be considered a material breach of the Agreement.
- 1.2. Except as expressly stated herein, BOCES, or a licensed component District, may not alter, modify, or adapt the Product, including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product or any part thereof, without Vendor's prior express written consent.
- 1.3. BOCES, or a licensed component District, will be the sole owner and custodian of data transmitted, received, or manipulated by the Product, except as otherwise set forth in this Agreement.

In the event that Vendor stores or maintains Student Data or PPSI provided to it by a BOCES, RIC or licensed component district, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security of such data. Vendor shall not subcontract or assign its obligation to store or maintain Student Data or PPSI provided to it pursuant to this Agreement to a third party cloud provider unless granted specific prior written permission from Erie 1 BOCES.

Shared Student Data or PPSI transferred to Vendor by a BOCES, RIC or a licensed component district will be stored in electronic format on systems maintained by Vendor in a secure data center facility located within the United States of America. The measures that Vendor will take to protect the privacy and security of the shared data while it is stored in that manner are those associated with industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Vendor must immediately inform the BOCES, RIC or licensed component district, as applicable, in the event that any Student Data or PPSI it stores or maintains pursuant to this Agreement, including such data as may be stored or maintained by a third party cloud provider on Vendor's behalf, is requested by law enforcement authorities or otherwise sought by subpoena or court order.

Vendor will keep confidential all information and data, including any Student Data or PPSI, to which it has access in the performance of this Agreement.

In addition to the above requirements, for Student Data as defined in §1.13 above:

- 1) Vendor shall maintain the confidentiality of the shared Student Data in accordance with applicable state and federal law as well as Erie 1 BOCES' Policy on data security and privacy (a copy of which shall be provided to Vendor upon its adoption).
- 2) Vendor's data security and privacy Plan for how all state, federal and local data security and privacy contract requirements will be implemented over the term of this Agreement, consistent with Erie 1 BOCES' policy on data security and privacy, is as follows:

[Vendor should describe its Plan for implementation of data security and privacy requirements here]

- 3) Vendor's data security and privacy Plan includes Erie 1 BOCES' Parents Bill of Rights for data privacy and security (a copy of which is attached hereto and incorporated into this Agreement as **Exhibit D**).
- 4) In accordance with Vendor's data security and privacy Plan, Vendor agrees that any of its officers or employees, and any officers or employees of any subcontractor or assignee of Vendor, who will have access to the shared Student Data, have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving the data or access to the data. Upon request, Vendor and/or its subcontractors or assignees will provide a certification from an appropriate officer that the requirements of this paragraph have been satisfied in full.
- 5) The exclusive purposes for which Vendor is being provided access to the shared Student Data is:

[Describe the exclusive purposes for which the student data will be used by Vendor, here]

- 6) Vendor will insure that it will only share shared Student Data with additional third parties if those third parties are contractually bound to observe the same obligations to maintain data privacy and security as required by Vendor pursuant to this Agreement.
- 7) Upon expiration of this Agreement without renewal, Vendor shall, if requested by BOCES, RIC or a licensed component district, assist BOCES, RIC or the licensed component district in exporting all electronically stored shared Student Data previously received back to the BOCES, RIC or a licensed component district. Thereafter, Vendor shall immediately securely delete and/or dispose of any and all shared data remaining in the possession of Vendor or its assignees or subcontractors (including all electronic versions or electronic imaging of hard copies of shared data). Vendor agrees that neither it nor its subcontractors or assignees will retain any copy, summary or extract of the shared data or any related work papers on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or assignees will provide a certification from an appropriate officer that the requirements of this paragraph have been satisfied in full.

- 8) In the event that a parent or eligible student wishes to challenge the accuracy of the shared data concerning that student or eligible student that is maintained by Vendor, that challenge may be processed through the procedures provided by the licensed component district for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Vendor will be notified by the licensed component district of the outcome of any such challenges and immediately correct any inaccurate data it or its subcontractors or assignees maintain.
- 9) Shared Student Data transferred to Vendor by a BOCES, RIC or a licensed component district will be stored in electronic format on systems maintained by Vendor in a secure data center facility located within the United States of America. The measures that Vendor will take to protect the privacy and security of the shared data while it is stored in that manner are those associated with industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
- 10) Student data received by Vendor or by any subcontractor or assignee of Vendor from a BOCES, RIC or a licensed component district shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.
- 11) Vendor acknowledges that it has the following additional obligations under NYS Education Law 2-d with respect to any student data received from a BOCES, RIC or a licensed component district, and agrees that any failure to fulfill one or more of these statutory obligations shall be deemed a breach of this Agreement, as well as subject Vendor to various penalties under Section 2-d, including but not limited to civil penalties:
 - a. To limit internal access to education records and shared student data to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *e.g.*, the individual needs access to the shared data in order to fulfill his or her responsibilities in performing the services provided to a BOCES, RIC or a licensed component district by Vendor;
 - b. To not use education records or shared student data for any purpose(s) other than those explicitly authorized in this Agreement;
 - c. To not disclose any personally identifiable information to any other party who is not an authorized representative of Vendor using the information to carry out Vendor's obligations under this Agreement, unless:
 - i. the parent or eligible student has provided prior written consent, or
 - ii. the disclosure is required by statute or court order, and notice of the disclosure is provided to the BOCES, RIC or a licensed component district prior to the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
 - d. To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
 - e. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2), or any other technology or methodology specifically authorized by applicable statute, regulation or the NYS Education Department;
 - f. To notify the BOCES, RIC or a licensed component district of any breach of security resulting in an unauthorized release of such data by Vendor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for student data privacy and security, the data privacy and security policy of Erie 1 BOCES, and obligations relating to data privacy and security within this Agreement in the most expedient way possible and without unreasonable delay.
- 12) In the event that a BOCES, RIC or a licensed component district is required under Section 2-d to notify parent(s) or eligible student(s) of an unauthorized release of shared student data by Vendor or its assignees or subcontractors, Vendor shall promptly reimburse the BOCES, RIC or a licensed component district for the full cost of such notification.
- 13) The parties acknowledge that an Addendum to this Agreement may be necessary to ensure compliance with Section 2-d following the promulgation of applicable regulations and/or the issuance of further guidance by the New York State Education Department subsequent to the execution of the Agreement. The parties agree to act in good faith to take such additional steps to amend this Agreement as may be necessary at that time.

1.4. BOCES, or a licensed component District, shall keep confidential the Product and all Documentation associated therewith whether or not protected by copyright. BOCES, or a licensed component District, will reasonably protect such information and at a minimum provide the same safeguards afforded its own like confidential information. Confidential information shall not include information in the public domain, information already rightfully in the possession of the other party without an obligation to keep it confidential, information obtained from another source without obligations of confidentiality, information independently developed, or information required by a court or government order or applicable law.

1.5. Vendor shall have the right upon, three business days written notice to BOCES or a licensed component district, as applicable, to enter the premises of the BOCES or the component District for the purpose of inspecting to ensure compliance by the BOCES or the

component district of its obligations hereunder. Entry shall only be allowed Monday through Friday during the normal business hours or 8:00 A.M. to 3:00 P.M. Eastern Time.

- 1.6. THE PRODUCT IS PROTECTED BY COPYRIGHT LAW. NEITHER BOCES NOR A LICENSED COMPONENT DISTRICT MAY USE, COPY, MODIFY, OR TRANSFER THE PRODUCT OR ANY COPY, MODIFICATION OR MERGED PORTION THEREOF, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. THE TERMS OF THIS AGREEMENT SHALL PREVAIL IN THE EVENT OF CONFLICT WITH ANY OTHERWISE APPLICABLE LAW FOR THE PROTECTION OF PROPRIETARY RIGHTS.
- 1.7. The original and any copies of the Product may only be used by BOCES, or a licensed component District, at the sites where the Product was originally licensed.